the injury. *Southern Ry. Co.* v. *Webb,* 116 Ga., 152; *Schwarz* v. *Adsit,* 91 Ill. App., 576; *Moore* v. *Townsend,* 76 Minn., 64. Here, not only might the intervening cause have been anticipated on the part of the defendant, but it was precisely the thing against which it was its duty to guard. The court in the principal case lays considerable stress on the point that the intervening event was in itself sufficient to cause the injury sustained, and that it is impossible to say that if defendant company had not been negligent such injury would not have occurred. This, no doubt, is true, but nevertheless does not operate to relieve defendant from the consequences of its negligent act. Due to the negligence of said defendant, the plaintiff's premises were left in such a condition that they were exposed to a greater risk on account of such intervening cause than they would otherwise have been, and when, as a result, loss occurs, defendant cannot be permitted to shift the responsibility. *Little Rock &c. Co.* v. *McGaskill,* 75 Ark., 133; *Metallic &c. Co.* v. *Boston R. R. Co.,* 109 Mass., 277.

SCHOOL TEACHERS—"NEGLECT OF DUTY."—On charges preferred by the district superintendent against relator for "neglect of duty," which was a ground for her dismissal from the teaching staff under the provisions of the New York charter, the specified ground of the charge being absence "from duty since February 3, 1913, for the purpose of bearing a child," relator was dismissed from service by the board of education. *Held,* that the board could not be compelled by mandamus to reinstate relator (WILLARD BARTLETT, C. J. and HOGAN, J. dissenting). *Peop. ex rel. Peixotto* v. *Bd. of Education* (N. Y. 1914), 106 N. E. 307.

The crucial question in the case involves the meaning of the words of the charter, "neglect of duty." It was said in the majority opinion: "Absence on account of serious illness or for any other reason, high or low, leaves the duties of the position unperformed, and therefore neglected by the absentee." Said WILLARD BARTLETT, C. J., dissenting: "In my opinion the board of education was without power or jurisdiction to remove her on this ground. * * * Married women have been employed as teachers in our public schools for so many years that their employment in this capacity must be deemed to have the approval of the Legislature. Certainly, if it had been disapproved, we should have found some evidence to that effect on the statute book. Maternity, requiring occasional absences at periods of childbirth, is a natural consequence of the employment of potential mothers as teachers." This position would seem to be sound, particularly in view of the decision of the same court in 1904 that under the New York charter the board of education has no power to pass a by-law that upon the marriage of a teacher, her place should thereupon become vacant. *Peop. ex rel. Murphy* v. *Maxwell,* 177 N. Y. 494. Under these circumstances it seems a harsh construction to hold that "neglect of duty" as used in this charter shall mean the unavoidable omission to perform a duty.

TORTS—HOSPITAL ENJOINED AS NUISANCE.—Complainants seek to enjoin defendant company from conducting its hospital so as to injure complainants, who owned adjoining premises. It appeared that objectionable noises, and cries of pain of hospital patients disturbed complainants by day and at night,

and that many operations were performed in full view of complainants' premises, due to the fact that the operating room of said hospital was on the side of the building adjoining said premises. The trial court found that these shrieks and groans were no louder, nor of greater frequency than those emanating from any well conducted hospital. *Held,* that the hospital, conducted with the operating room adjoining complainants' premises, constituted a nuisance of which complainants had a right to complain, and an injunction was granted restraining further use of the hospital until the room was changed to another portion of the building.—*Kestner, et al.* v. *Homeopathic Medical & Surgical Hospital of Reading* (Pa. 1914), 91 Atl. 659.

Although an extreme case pertaining to nuisances, the principal case stands for what seems to be the weight of authority in this country and in England. Although not a nuisance per se, (See *Bessonies* v. *City of Indianapolis,* 71 Ind., 189), the majority of cases hold that a hospital or asylum may be so conducted or so situated with relation to the property of another, as to be a nuisance of which such person may rightfully complain. *Deaconess Home and Hospital* v. *Bontjes,* 207 Ill., 553; *Gilford* v. *Babies' Hospital,* 1 N. Y. Supp., 448; *Baltimore City* v. *Fairfield Imp. Co.,* 87 Md. 352; *Everett* v. *Paschall,* 61 Wash., 47; *Cherry* v. *Williams,* 147 N. C., 452. The status of the hospital or asylum as a charitable institution does not constitute any justification for the continuance of such a nuisance, or interpose any defence to the abatement thereof. See cases above cited, and *Tod-Heatly* v. *Benham,* 40 Ch. Div., 80. The test applied in a great majority of these cases is well stated in WOOD, NUISANCES, § 9, as follows: "The locality, the condition of property and the habits and tastes of those residing there, divested of any fanciful notions, or such as are dictated by "dainty modes and habits of living," is the test to apply in a given case. In the very nature of things, there can be no definite or fixed standard to control every case in any locality. The question is one of reasonableness or unreasonableness in the use of property, and this is largely dependent upon the locality and its surroundings."

TRUSTS—RIGHTS OF BENEFICIARIES.—Plaintiff's parents conveyed land to defendant under an agreement that he should support them during life and also pay plaintiff a certain sum when she became eighteen years of age. At the same time he executed a mortgage of the premises for her benefit. Before plaintiff was eighteen the agreement was cancelled and the mortgage discharged without her knowledge or consent. She sought to foreclose the mortgage upon defendant's refusal to pay the sum above mentioned. *Held,* that the original transaction between defendant and his parents established the relation of debtor and creditor between defendant and plaintiff which relation could not be changed by the agreement of the parents and defendant without plaintiff's consent. *Wetutzke* v. *Wetutzke* (Wis. 1914), 148 N. W. 1088.

The majority opinion relies on the case of *Tweeddale* v. *Tweeddale,* 116 Wis. 517, which decided that when one person for a consideration moving to him from another promises to pay a third person a sum of money, the